

Letter of Agreement
Between
The City of Sonora
And
Sonora Police Officers Employees Association (SPOA)

Regarding FY **2024–2029 Sonora Police Officers Employees' Association (“SPOA”) Memorandum of Understanding (“MOU”) Sections: Longevity – Article 5; Certificate and Education Incentive – Article 10, #10.1-10.2.**

This Letter of Agreement is entered into by and between the City of Sonora (“City”) and the Sonora Police Officers Employees Association (“SPOA”), collectively referred to as “the Parties.”

The purpose of this Agreement is to clarify specific provisions within the FY 2024–2029 Memorandum of Understanding (MOU) to ensure that certain forms of compensation meet the criteria for reportable “Special Compensation” under the California Code of Regulations (CCR), Title 2, Sections 571 (Classic Members) and 571.1 (PEPRA Members) in conformity with past practice of the Parties, and to reaffirm the City’s and SPOA’s mutual intent that these benefits are administered in compliance with applicable CalPERS rules.

Sections Clarified:

- **Article 5 – Longevity Pay**
- **Article 10 – Certificate and Education Incentive**

The Parties agree to amend the Sections at issue as follows:

ARTICLE 5 – LONGEVITY

6. Employees shall receive a longevity benefit after the completion of ten (10) years of continuous service (from the service date), and for each five (5) years of continuous service thereafter. Such benefit shall be at two and one-half percent (2.5%) of the adjusted base pay for each five-year increment. The longevity benefit is automatic and is not based on merit. Percentages shall be compounded.

Each 2.5% longevity increase is applied to the adjusted base pay and compounded, as illustrated in the following examples:

10-Year Longevity: $\$50,000 \times 2.5\% = \$1,250$. Adjusted Salary = \$51,250
15-Year Longevity: $\$51,250 \times 2.5\% = \$1,281.25$. Adjusted Salary = \$52,531.25
20-Year Longevity: $\$52,531.25 \times 2.5\% = \$1,313.28$. Adjusted Salary = \$53,844.53

ARTICLE 10. CERTIFICATE AND EDUCATION INCENTIVE

SECTION 10.1. P.O.S.T. CERTIFICATES

Subject to the limitations set forth herein and in Section 10.3, employees shall receive a two- and one-half percent (2.5%) increase in the adjusted base pay for possession of any of the following valid P.O.S.T. certificates:

- a. Basic P.O.S.T. (only for Employees whose first date of paid service within the SPOA Unit was prior to July 1, 2013. Certificate eliminated for all Employees whose first date of employment was on or after July 1, 2013.)
- b. Intermediate P.O.S.T. Certificate (sworn)
- c. Dispatcher Intermediate P.O.S.T. Certificate (non-sworn)
- d. Dispatcher Advanced P.O.S.T. Certificate (non-sworn)
- e. Supervisory P.O.S.T. Certificate

(Dispatcher-Records Specialists are not eligible for P.O.S.T. Dispatcher Basic Certificate pay, regardless of their first date of employment with the SPOA unit.)

Sworn employees shall receive a five percent (5.0%) increase in their adjusted base salary for possession of the following valid P.O.S.T. certificate:

- a. Advanced P.O.S.T. Certificate

Each 2.5% certificate pay increase (or 5% in the case of an Advanced P.O.S.T. Certificate) is applied to the adjusted base pay. Percentages shall be compounded, as illustrated in the examples set forth below:

Intermediate P.O.S.T. Cert: $\$50,000 \times 2.5\% = \$1,250$. Adjusted Salary = $\$51,250$

Advanced P.O.S.T. Cert: $\$51,250 \times 2.5\% = \$1,281.25$. Adjusted Salary = $\$52,531.25$

Supervisory P.O.S.T. Cert: $\$52,531.25 \times 2.5\% = \$1,313.28$. Adjusted Salary = $\$53,844.53$

SECTION 10.2. DEGREE INCENTIVE PAY

1. The City agrees to provide an increase to Association employees' adjusted base pay as an education incentive. Employees shall receive compensation for educational achievements that enhance their ability to perform their job duties. Degrees and certificates must be approved through a formal evaluation program and must not be required for the employee's current job classification. Eligible achievements and their corresponding pay increases are as follows:

- Associate's Degree - 2.5%
- Bachelor's Degree - 5.0%
- Master's Degree/Certified Public Accountant 7.5%
- Doctorate - 10.0%

2. Employees shall only be compensated for the highest degree obtained from a public or private post-secondary institution that has received state approval to award the above degrees and that has been approved by the City Administrator; the incentive shall not be cumulative. Percentages shall be compounded with other forms of Special Compensation.

Multiple degrees at the same educational level will not be recognized. For example, an employee who has two Bachelor's Degrees will only receive compensation for one degree.

3. Verification of the degree must be made to the Police Chief and the City Administrator. The original degree or an original letter from the college granting said degree must be produced to qualify for the educational incentive benefit. Upon receipt of an employee's verified degree, the City Administrator will evaluate and approve the degree through a formal program designed to ensure that the degree enhances the employee's ability to perform their job.

Percentages shall be compounded with other forms of Special Compensation. The following examples illustrate the calculation of degree-based pay increases:

Associate's Degree: $\$50,000 \times 2.5\% = \$1,250$. Adjusted Salary = $\$51,250$

Bachelor's Degree: $\$51,250 \times 5.0\% = \$1,281.25$. Adjusted Salary = $\$52,531.25$

Master's Degree: $\$52,531.25 \times 7.5\% = \$1,313.28$. Adjusted Salary = $\$53,844.53$

SECTION 10.6 (Added)

Subject to any applicable restrictions Education, Certificate, Assignment, and Longevity, the incentive compensation shall be compounded based on the order in which the employee is eligible for the incentives. Compounding means that each percentage increase is applied to the employees' adjusted base pay after any prior increases have been added.

For example: Total Compensation = Base Pay + Educational Pay + Certificate Pay+ Longevity Pay

The compensation is paid as earned for normally required duties performed during normal work hours. It is not compensation in lieu of overtime or in lieu of other benefits that are excluded from consideration under the statutes and regulations of the Public Employees Retirement System. If a salary adjustment occurs during a fiscal year, the longevity incentive, education incentive, and certificate pay incentive shall be recalculated as of the effective date of the adjustment. All special compensation shall be administered as per 2 C.C.R. 571(a)(1). All percentages shall be compounded. See attached Salary Schedule.

The mandated order of application shall be Education Pay, Certificate Pay, Assignment Pay, and then Longevity Pay.

The City and SPOA affirm that this Letter of Agreement is intended to clarify, not modify, the original intent of the MOU and is not intended to change the past practice of the Parties.

Except as expressly modified by this Side Letter, all terms, conditions, and provisions of the Memorandum of Understanding (MOU) between the City of Sonora and the SPOA bargaining unit, effective 2024 - 2029, shall remain in full force and effect.

This Agreement shall be effective upon execution by both Parties.

Signature Page to Follow